22 Pac. Rep. 129; *People* v. *Tonielli,* 81 Cal. 275, 22 Pac. Rep. 678. See also *People* v. *Marks,* 72 Cal. 46, 13 Pac. Rep. 149. The minority regard it as necessary for the prosecution to see that there is some evidence or specification as to each material fact of the issue in the bill—that otherwise the presumption in a case like the present, is that there was no evidence on these points, and therefore, the objection is well taken. See *People* v. *Fisher,* 51 Cal. 319; *People* v. *English,* 52 Cal. 211; *People* v. *Buckley,* 116 Cal. 146, 47 Pac. Rep. 1009; *People* v. *Griffith,* 122 Cal. 212, 54 Pac. Rep. 725. It is difficult to see how the objection, that the verdict is contrary to the evidence, can be successfully raised where the bill shows on its face, as in this case, that it does not, and is not meant to contain all of the evidence.

DEEDS—IN CONSIDERATION OF SUPPORT—CONDITION SUBSEQUENT—CHARGE UPON LAND.—A deed was made to plaintiff upon a consideration of support during the life of the grantor, and it was further provided that the land conveyed was "to stand good" for such support. The plaintiff did not take possession. Defendant, a subsequent grantee through a mesne conveyance from the same grantor, claimed in his answer that through inadvertence of the draughtsman a clause was omitted from the deed that if plaintiff failed to render the support, the conveyance was to be void. This issue, as to the omission, tendered by defendant, the court refused to submit, and a verdict was rendered for the plaintiff. In this application by defendant for a rehearing, *Held,* that the same should be denied, because the support agreed upon was a mere charge upon the land, at most a covenant and not a condition subsequent. If it be regarded as a condition at all, the court leaned to the view that a condition subsequent was intended rather than precedent. The title to the property in suit vested absolutely in the plaintiff as against the defendant grantee. *Helms* v. *Helms et al.* (1904), — N. C. —, 49 S. E. Rep. 110; original case reported in 47 S. E. Rep. 415.

There was a vigorous dissent by CLARK, C. J., both from the decision on appeal and from the denial on this application for a rehearing, DOUGLAS, J., concurring in the latter. The minority held that the provision for support amounted to a condition precedent, which not having been satisfied the title to the land remained in the grantor. While the law appears to sustain the plaintiff's position, equitable considerations strongly tend to establish the defendant's claim. Conditions subsequent, it is true, are not favored in the law because they have the effect in case of breach to defeat vested estates; and when relied upon to work a forfeiture they must be created in express terms or by clear implication. *Studdard et al.* v. *Wells et al.,* 120 Mo. 25; *Van Horn et al.* v. *Mercer,* 29 Ind. App. 277. But in clear cases a provision for support with a clause that the premises shall revert in case of failure must be held a condition. *Delong* v. *Delong,* 56 Wis. 514; *Berryman* v. *Schumaker et al.,* 67 Tex. 312. And when the equity of the case requires, courts will read a covenant to support the grantor as a condition, adverse to the general rule above stated, in order to restore the parties to their original positions. *Glocke* v. *Glocke,* 113 Wis. 303; *Goldsmith* v. *Goldsmith,* 46 W. Va. 426. A decision contrary to that reached in the principal case on a very similar state

of facts appears in *Dreisbach* v. *Serfass,* 126 Pa. St. 32, although the instrument was there held to vest in the grantee an equitable title under an executory contract.

DIVORCE—ALIMONY—PAYMENT AFTER HUSBAND'S DEATH.—A decree of divorce awarded the wife three hundred dollars a year as alimony so long as she should live. The judgment also provided that the payment of such alimony should be secured by a mortgage upon certain property of the husband. The divorced husband subsequently died and an action was brought against his devisee to enforce the payment of the alimony secured by the mortgage. The defendant's demurrer to the complaint for failure to state a cause of action was overruled. *Held* on appeal, affirming the judgment, that when a judgment for divorce directs the payment of alimony so long as the plaintiff shall live and requires security therefor, the obligation is personal so long as the defendant lives and is imposed on the security after his death. *Wilson* v. *Hinman* (1904), — N. Y. —, 90 N. Y. Supp. 746.

The courts generally hold that the allowance of alimony payable in installments ceases upon the death of either the divorced husband or wife. *Francis* v. *Francis,* 31 Gratt. (Va.) 283; *Wallingsford* v. *Wallingsford,* 6 Har. & J. (Md.) 485; *Casteel* v. *Casteel,* 38 Ark. 478. And this is so even though the allowance is made to the wife during her life. *Johns* v. *Johns,* 44 App. Div. N. Y. 533; *Lockwood* v. *Krum,* 34 Ohio St. 1; *Lennahan* v. *O'Keefe,* 107 Ill. 620. In some states the court, in granting alimony, may make it a lien upon the property of the divorced husband when the circumstances seem to justify this action. *Harshberger* v. *Harshberger,* 26 Ill. 503; *Tolerton* v. *Williard,* 30 Ohio St. 579; *Mahoney* v. *Mahoney,* 59 Minn. 357. Or may require security to be given. *Slade* v. *Slade,* 106 Mass. 499; *Lockridge* v. *Lockridge,* 3 Dana, 28; *Gunther* v. *Jacobs,* 44 Wis. 354. Alimony due and unpaid to the divorced wife at the time of her death is a vested right which passes to her legal representatives. *Dinet* v. *Eigenmann,* 80 Ill. 274; *Miller* v. *Clark,* 23 Ind. 370; *Knapp* v. *Knapp,* 134 Mass. 353. The statutes give the courts large discretionary power in the matter of alimony, and there are various dicta to the effect that the court may make alimony payable in installments during the life of the divorced wife binding upon the heir of the divorced husband, but the intention to do so must unequivocally appear. *Craig* v. *Craig,* 163 Ill. 176; *O'Hagan* v. *O'Hagan,* 4 Ia. 509. This case is of especial interest because it appears to have squarely raised the point for the first time in the state of New York.

ELECTIONS—CONDUCT OF SPECIAL ELECTIONS—PREPARATION OF BALLOTS.—On petition of twenty-five freeholders that an appropriation of $6,000 be made by a township to aid a railroad, the board of commissioners, after giving the required notice, ordered that the question be submitted to the vote of the qualified electors of the township. At the subsequent election the greatest number of votes cast was in favor of the appropriation. Appellants having appeared before the board and contested the validity of the election, appeal from a judgment of the Circuit Court ordering the appropriation. *Held,* That the statutory provisions in Indiana regarding the conduct of general and